

# Summary Sheet Feb 2nd, 2021

<u>Bill</u>	<u>Status</u>	<u>Title</u>	<u>Sponsor</u>	<u>Meeting</u>
21-017	1st Read	Amending Chapter 109 of the Codified Ordinances of 1997, as amended, to enact Section 109.07 thereof to authorize the City Engineer to establish contract retainage terms for construction of public improvements	Lawrence	
<b>Caucus Begins</b>				
21-020	Vote	Honoring Cliff Mears for his dedicated service as a member of the Mansfield City Council.	Burns	
21-021	Vote	Auth SSD to accept a donation of personal safety systems from the Lt. Joseph P. DiBernardo Memorial Foundation for each riding position in the Fire Trucks and Rescue Squads with a monetary value of \$8,924.79.	Scott	
21-022	Caucus Only	Transferring appropriations in the amount of \$10,755 within the Utility Collection Fund (#603), to purchase computer equipment needed to install, program, read and maintain the new water meters	Van Harlingen	6:05 Finance
21-023	Caucus Only	Auth the Mayor and Chief of Police to accept funding from the National Institute of Justice under the Forensic DNA Backlog Reduction Program (FY 2020) in the amount of \$250,000	Van Harlingen	6:05 Finance
21-024	Vote	Authorizing the Public Works Director to enter into a lease with Black Tusk LLC, for real estate known as Hangar# 529 at the Mansfield Lahm Airport	Scott	
21-025	Vote	Auth the Mayor and PWD to enter into a Community Reinvestment Area Agreement with M & D Real Estate Investments, LTD, Edge Plastics, LLC and EP Transportation LLC, Inc., for certain tax incentives under Ohio Revised Code Chapter § 3735.66 for renovating and expanding their existing facility 449 Newman Street, Mansfield, Ohio 44902,	Davenport	6:15 Econ Dev
21-026	Vote	Auth the Mayor and PWD to enter into a Community Reinvestment Area School Compensation Agreement with M & D Real Estate Investments, LTD, Edge Plastics, LLC, EP Transportation, and Mansfield City Schools to authorize general compensation and income tax revenue sharing on new municipal income tax revenues	Davenport	6:15 Econ Dev
21-027	Vote	Auth the SSD to enter into a Job Creation Tax Credit Agreement with Edge Plastics, LLC and EP Transportation, LLC, Subsidiaries of M & D Real Estate Investments, LTD.	Davenport	6:15 Econ Dev

**NEXT MEETING Tuesday Feb 16, 2021 7:00 PM Council to follow**

BY: MR. LAWRENCE

Amending Chapter 109 of the Codified Ordinances of 1997, as amended, to enact Section 109.07 thereof to authorize the City Engineer to establish contract retainage terms for construction of public improvements.”

**WHEREAS**, the City of Mansfield, Ohio (the “City”) regularly engages in the construction of significant public improvements, and

**WHEREAS**, the Council of the City of Mansfield, Ohio (the “Council”) has determined that it is in the best interest of the City to construct its public improvements with the greatest efficiency, highest quality, and lowest cost, and

**WHEREAS**, the Council has determined that the construction of certain public improvements with the greatest efficiency, highest quality, and lowest cost will be aided by empowering the City Engineer to establish retainage provisions specific to each particular contract based upon different factors, and

**WHEREAS**, the power to establish retainage provisions in contracts for the construction of public improvements is authorized under the City Charter of this City and the general laws of the State of Ohio.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE  
CITY OF MANSFIELD, STATE OF OHIO:**

**SECTION 1.** Section 109.07 of the Codified Ordinances of the City of Mansfield is hereby created as follows:

**“109.07 RETAINAGE ON CONSTRUCTION CONTRACTS FOR PUBLIC IMPROVEMENTS**

- (a) As used in this Section “Public Improvement” shall mean any construction, reconstruction, enlargement, alteration, repair, remodeling, rehabilitation, or renovation of a building, road, bridge, treatment works, water line, sewer, utility, stormwater or flood control infrastructure, and associated appurtenances for all such items, or any other item or works generally considered to be a capital improvement.
- (b) As used in this Section “Contractor” shall mean the entity with whom the City contracts with to construct a particular Public Improvement, such as but not limited to a general contractor, construction manager, or design builder.
- (c) Notwithstanding any provision in the Ohio Revised Code to the contrary, the City Engineer shall identify in each contract for a Public Improvement the percentage of each payment application submitted by the Contractor that the City will retain until elements of the Public Improvement are totally complete and ready for final payment as set forth in the particular contract for the Public Improvement, which will be known as the Retainage Amount.
  - 1) The Retainage Amount will be based upon factors including but not limited to contract amount, contract complexity, contract length, bidding interest in the contract, and the source of funding for the contract.
  - 2) The Retainage Amount will be expressed as a percentage between 0% and 5% of the Contractor’s payment applications. If there is no Retainage Amount identified in the Contract, the Retainage Amount will be 2%.
  - 3) The City, at the City Engineer’s sole discretion, may elect to refrain from withholding retainage from pay applications after the underlying construction has reached a certain percentage of completion, if so set forth in the contract for the particular Public Improvement. If there is no such retainage cutoff established in the contract for the particular Public Improvement, the Retainage Amount will be withheld from all payment applications except for the final payment application.





BILL #21-021

ORDINANCE # \_\_\_\_\_

BY: MR. SCOTT

Authorizing the Safety-Service Director to accept a donation of personal safety systems from the Lt. Joseph P. DiBernardo Memorial Foundation for each riding position in the Fire Trucks and Rescue Squads with a monetary value of \$8,924.79.

**WHEREAS**, the Lt. Joseph P. DiBernardo Memorial Foundation has graciously offered to donate personal safety systems for each riding position in the Fire Trucks and Rescue Squads, and

**WHEREAS**, this Council for itself and on behalf of the City of Mansfield gratefully appreciates the generosity and public interest reflected by this kind offer.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That the Safety-Service Director on behalf of the City of Mansfield be, and she is hereby, authorized to accept a donation of personal safety systems from the Lt. Joseph P. DiBernardo Memorial Foundation for each riding position in the Fire Trucks and Rescue Squads with a monetary value of \$8,924.79.

SECTION 2. That this measure shall take effect and be in force after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>2 February 2021</u>
1 <sup>st</sup> Reading	<u>2 February 2021</u>
2 <sup>nd</sup> Reading	_____
PASSED	<u>2 February 2021</u>

SIGNED /s/ Phillip E. Scott  
President of Council Pro-Temp.

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ David Falquette  
Acting Mayor

APPROVED AS TO FORM: John R. Spon  
Law Director  
City of Mansfield, Ohio

BILL #21-022

ORDINANCE # \_\_\_\_\_

BY: MR. VAN HARLINGEN

Transferring appropriations in the amount of ten thousand seven hundred fifty-five and 00/100 dollars (\$10,755) within the Utility Collection Fund (#603), to purchase computer equipment needed to install, program, read and maintain the new water meters, and declaring an emergency.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That appropriations in the amount of ten thousand seven hundred fifty-five and 00/100 dollars (\$10,755) be, and the same is hereby, transferred within the Utility Collections Fund (#603) from the Utility Collection Operations (603.52.01) Supplies Classification to the Utility Collection Operations (603.52.01) Capital Outlay Classification.

SECTION 2. That being a transfer of funds necessary for current expenses, this Ordinance shall take effect and be in full force immediately upon its passage and approval by the Mayor.

Caucus 2 February 2021  
1<sup>st</sup> Reading 16 February 2021  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 16 February 2021

SIGNED /s/ Phillip E. Scott  
President of Council Pro-Temp.

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ David Falquette  
Acting Mayor

APPROVED AS TO FORM: John R. Spon  
Law Director  
City of Mansfield, Ohio





DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT

RE: DNA Backlog Reduction Program (FY20)

**Nature of Statement and Information Disclosed**

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:  
United States Department of Justice

This impact statement has been performed in accordance with the City's revenue policy, adopted by City Council on August 6, 2013 with ordinance #13-166. It is a statement solely for the purpose of analyzing and reporting the fiscal impact on the City of Mansfield of either accepting or not accepting the proposed funding and using certain assumptions as indicated herein. No attempt is made to evaluate the application, award documents or any special condition for suitability to City objectives.

**Current Fiscal Impacts**

***Impact on Revenue***

Grant/Other Funding: \$250,000  
Funding Period: 10/1/20 - 9/30/22

***Impact on Expenditures***

**PROJECT COSTS:**

Personnel	\$198,362.27
Travel & Training	3,032.00
Equipment	7,000.00
Consultants / Contracts	40,105.73
Other	1,500.00

**Total Project Costs: \$ 250,000.00**

The total project cost is estimated at \$ 250,000.00 . Note: \* Grant awarded annually  
\* No local match

**Match Required: \$0**

**Future Fiscal Impact**

***Impact on Revenue***

Grant funding may generate program income through contracts with other local governments.

***Impact on Expenditures***

N/A



**DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT**

***Other Future Commitments***

N/A

---

---

---

**Disclosures of Possible Material Future Events**

All personnel costs of one DNA Analyst will be the responsibility of the Safety Services Fund (#214) beyond 09/30/22 unless a future grant is obtained. Additionally all other costs associated with DNA analysis will be the responsibility of the Safety Services Fund, including unemployment, if applicable.

**General Assumptions**

A fiscal impact statement constitutes a forward-looking statement on the acceptance of funds from sources other than City revenue such as grants and the proper execution of all requirements as set forth in any grant application, agreement, or other duly enforceable stipulations.

In any case where a reasonable expectation of a future condition or event has been disclosed or is already known to Finance Department personnel, that information has been used as an assumption in the fiscal impact statement. Expectations not known or not considered reasonably expected to occur have been excluded from the fiscal impact statement. If an event or condition may occur which would have a material and *direct* fiscal impact, but is not reasonably expected to occur, it is disclosed in the fiscal impact statement.

General assumptions are made in this fiscal impact statement that the City staff executing the grant program already possess the required knowledge to perform all of the requirements of the grant, and that the information provided to the Finance Department to prepare this impact statement is true and correct. It is also assumed that no outside events will create a positive or negative influence on the grant program, and that there will be no changes in the legal, operational, or economic environment in which the grant program and the City as a whole operates, except as disclosed herein.

BILL #21-024

ORDINANCE # \_\_\_\_\_

BY: MR. SCOTT

Authorizing the Public Works Director to enter into a lease with Black Tusk LLC, for real estate known as Hangar# 529 at the Mansfield Lahm Airport, and declaring an emergency.

**BE IT ORDAINED BY THE COUNCIL OF THE  
CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That the Public Works Director be, and he is hereby, authorized to execute on behalf of the City of Mansfield a lease with Black Tusk LLC, for real estate known as Hangar #529 at the Mansfield Lahm Airport, substantially in accordance with a proposed copy of said lease, as attached hereto as Exhibit A and made a part hereof.

SECTION 2. That by reason of the immediate necessity for timely renewing the lease to said property at the earliest possible time, this measure is determined to be an emergency ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 2 February 2021  
1<sup>st</sup> Reading 2 February 2021  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 2 February 2021

SIGNED /s/ Phillip E. Scott  
President of Council Pro-Temp.

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ David Falquette  
Acting Mayor

APPROVED AS TO FORM: John R. Spon  
Law Director  
City of Mansfield, Ohio

**CITY OF MANSFIELD, OHIO**  
**REAL ESTATE LEASE**  
**at MANSFIELD LAHM REGIONAL AIRPORT**

This Lease is made as of the 1st day of January, 2021 by and between the City of Mansfield, Ohio, (hereinafter "Lessor" or "City") and Black Tusk LLC, an Ohio Limited Liability Company, of 3362 Possum Run Road Mansfield Ohio 44903 (hereinafter "Lessee").

**WITNESSETH:**

**1. PREMISES:**

The Lessor hereby leases to the Lessee the following described premises, known as Hangar 529 and being part of the City's Mansfield Lahm Municipal Airport property, Richland County, Ohio, to wit:

Situated in the Northwest Quarter of Section 3, Madison Township, Richland County, State of Ohio on land owned by the City of Mansfield, Ohio; the same being more particularly described as follows:

Commencing at a point 934.7 feet east of the centerline of Harrington Memorial Road, said centerline being also the west line of Section 3, and 50 feet south of the south edge of the access ramp (formerly known as Runway 9-27); thence southerly parallel to the centerline of Harrington Memorial Road (west line of Section 3), 200 feet to the place of beginning;

Thence continuing southerly and parallel to the centerline of Harrington Memorial Road (west line of Section 3), 150 feet; thence easterly parallel to and 400 feet south of the south edge of the access ramp (formerly known as Runway 9-27), 150 feet; thence northerly and parallel to the centerline of Harrington Memorial Road (west line of Section 3), 150 feet; thence westerly parallel to and 250 feet south of the edge of the access ramp (formerly known as Runway 9-27), 150 feet to the place of beginning; the same containing 0.517 acres (22,500 sq. ft.) of land, more or less.

Permanent Parcel Number: 028-90-118-09-013

Property Address: 2000 Harrington Memorial Road, Mansfield, OH 44903 (Hanger #529)

**2. TERM:**

The initial term of this Lease shall be for a period of ten (10) years beginning January 1<sup>st</sup> 2020, and continuing through December 31 2030.

If Lessee has paid all rent and taxes and complied with all provisions of this Lease, then this Lease shall automatically renew at expiration of the initial term for four (4) additional terms of five (5) years. This lease is eligible for a grand total of thirty (30) years: one initial term of 10 years, and 4 renewal terms of 5 years each. If Lessee elects not to renew the Lease, Lessee shall so notify Lessor in writing at least sixty (60) days in advance of the start of any renewal term. Any renewal of this Lease shall be upon the same terms and conditions as contained herein except the rent which shall be as set forth in paragraph 3 below.

3. RENT:

Lessee shall pay rent, for the premises as described in paragraph 1 hereof, in accordance with the Schedule A, attached hereto and made a part hereof. Rent shall be paid in advance in a single payment on or before July 1 each year to the Lessor at the Office of the Finance Director, 30 North Diamond Street, Mansfield, Ohio 44902.

4. PURPOSE-USE:

Lessee accepts the premises in their present condition. Lessee shall use the leased premises only for storage and maintenance of aircraft and for aeronautical purposes related thereto, not in conflict with applicable laws, rules and regulations. Lessee shall maintain and operate their facilities safely and efficiently and in accordance with specified conditions pursuant to all FAA Grant Assurances. Lessee agrees that any building on the premises shall be constructed or maintained in accordance with the building code and fire code as adopted by the City of Mansfield. Additionally, the Lessee agrees to construct the apron and necessary connecting hanger ramp in accordance with specifications and requirements of the Federal Aviation Administration (FAA) and the City of Mansfield at the lines and grades as approved by the City Engineer. Required testing and inspections to assure proper construction and restoration of premises outside the construction to a reasonable satisfaction of the Lessor shall all be at Lessee's cost and expense. Lessee further agrees any improvement shall be completed in due course and in a period not exceeding one hundred and eighty (180) days from date of construction start. No damaged aircraft or aircraft being rebuilt shall be stored or otherwise kept in public view on the leased premises. Lessee may request in writing for an extension additional time if necessary; Lessor shall not unreasonably withhold the granting of an extension.

5. UTILITIES:

Any building on or constructed on the Lot shall at Lessee's expense be connected into and use available City water and sewer facilities and Lessee shall pay the established charges for such connections and services as well as for all other utilities furnished to the Lot. Any building not connected into such facilities as of the date hereof shall not be required to do so.

6. TAXES:

Lessee agrees to pay all real and personal property taxes and/or assessments levied upon the premises and contents or any part thereof promptly upon billing by the Lessor and prior to the date, for any tax period, when interest or penalty could be added to such tax. Notwithstanding the foregoing, Lessee shall have the right, at Lessee's discretion, to file a reassessment complaint challenging the assessed values of the real or personal property upon the premises.

7. PUBLIC AIRPORT FACILITIES:

Public airport facilities shall include all necessary landing area appurtenances including but not limited to approach areas, runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational aids, lighting facilities, terminal facilities or other public things appurtenant to said airport. These facilities shall be maintained by Lessor, without objection or hindrance by Lessee, so as to retain the airport's certification under FAR Part 139, Part 77, and all applicable FAA Advisory Circulars pertaining to airport operations.

8. USE OF AIRPORT FACILITIES:

The Lessee shall have non-exclusive use in common with other users of the airport, including, but not by way of limitation, the landing areas, aprons, taxiways and parking described herein and it is hereby specifically understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public (as prohibited by § 308(a) of the Federal Aviation Act of 1958, as amended).

The City agrees not to permit parking of vehicles on or any other use of the apron, taxiway or perimeter, service or access road that will interfere with or obstruct access to the Lessee's premises.

9. MAINTENANCE-ALTERATIONS:

Lessee shall, at its own expense:

- (a) Keep any buildings on the leased premises well maintained and in repair consistent with good business practice;
- (b) Keep the grounds of the leased premises reasonably free from weeds, rubbish or debris with all garbage and rubbish held only temporarily for collection and removal from the premises on the City's regular schedule or equivalent; Lessee shall comply with FAA Advisory Circular 150/5200-33 or most current guidance on hazardous wildlife attractants on or near airports.

- (c) Perform snow removal, grass mowing/trimming and building security for the leased premises as reasonably required for Lessee's use and enjoyment of the premises;
- (d) Maintain in good usable condition the hanger ramp connecting the leased premises to the general airport facilities.

Lessee may, at its own expense, make alterations and improvements to its leased premises, but shall first present plans and specifications to and obtain written consent from the City which consent shall not be unreasonably withheld.

10. SIGNS:

Lessee shall not have or allow any billboard, advertising or other display device on the outside of the leased premises. Notwithstanding the foregoing, Lessee may display the hangar number and the name of the hangar owner on the exterior of the hangar as approved by the City in its reasonable discretion.

11. RIGHT OF ACCESS/INSPECTION:

Lessor hereby reserves the right to enter upon and into the leased premises and buildings thereon at reasonable times for the purpose of making inspections to determine if the provisions and requirements of this lease are being fully complied with. Should the buildings on the leased premises become deficient in maintenance or in need of repair, Lessee hereby agrees to remedy same within thirty (30) days after receipt of written notice from the Lessor setting forth the deficiencies. Failure to comply with such written specific notice shall be considered a breach of this Lease.

12. SERVICES:

Subject to Lessor's obligations under Paragraph 7 above, the Lessor shall have no responsibility or liability to furnish any services to Lessee, but Lessee may negotiate with Lessor for any services it may request and shall pay for such additional services the consideration so negotiated. However, nothing in this paragraph 12 shall be construed to relieve Lessor from maintaining and operating the Airport as a public airport with public airport facilities.

13. INDEMNIFICATION AND INSURANCE:

- (a) The Lessee agrees to indemnify and save harmless the Lessor from any and all losses, claims, demands, actions, costs or expenses that may proximately result to the Lessor from any act or omission on the part of the Lessee.

- (b) During the term of the Lease, Lessee shall maintain, at Lessee's expense, public (not excluding the Lessor) liability insurance against claims or liability for personal injury, death and property damage arising from the use of the leased premises and adjoining areas. The insurance shall be carried with insurance companies authorized to transact business in Ohio and shall be in an amount no less than \$500,000 for property damage and no less than \$500,000 for injury or death to any one person and \$1,000,000 for any one accident. Such insurance shall be maintained for the mutual benefit of the Lessee and the Lessor, its agents and employees, and shall name the Lessee and Lessor as insureds. Lessor reserves the right to increase such insurance requirements, if required by rules and regulations of the airport adopted by Mansfield City Council, but such an increase may only be made effective on the starting date of one or more renewal terms hereunder and, further, provided that if any such increase raises any one or more coverage limit by more than 20% over the then existing limit, the Lessee may elect to terminate this Lease as provided for in paragraph 18.
- (c) Lessee shall be responsible for maintaining its own insurance on all buildings and other improvements on the leased premises together with the contents therein.
- (d) Lessee shall furnish Lessor with certificates of all insurance required hereunder which certificates and the underlying policies shall include a provision that coverages will not be canceled or materially changed without at least ten (10) days prior written notice to Lessor.
- (e) In the event the improvements on the Lease Premises are destroyed or are damaged in excess of fifty percent (50%) of total property value due to any cause, the Lessee may, at its own expense, repair, restore or replace the destroyed property if Lessee deems it practical or advisable to do so, and this Lease shall continue in full force and effect without abatement or reduction in rent. If Lessee deems it impractical or inadvisable to repair, restore or replace the destroyed or damaged improvements, this Lease shall terminate on ninety (90) days written notice to Lessor. If so terminated, Lessee at request of Lessor shall remove the damaged improvements and debris and restore the surface to its approximate original condition, and Lessee shall be entitled only to reimbursement of any rental paid in advance for the unexpired portion of the Lease term.

14. DEFAULT:

Lessee agrees that if any payment of rent or taxes is past due more than sixty (60) days, the Lessor may elect to declare this Lease terminated, in which event, Lessee upon written notice given it shall surrender possession of the premises peacefully to the City, unless it pays said amount due within said sixty (60) day period. If Lessee defaults in any other covenant or condition herein contained and shall continue in such default for a period of ninety (90) days after written notice from the Lessor, Lessor shall have the right to declare this Lease forfeited and upon written notice thereof

the Lessee shall surrender peacefully possession of the leased premises. Notwithstanding anything to the contrary contained in this Lease, in the event this Lease is terminated for any reason whatsoever, Lessee may, at Lessee's option, remove all improvements above ground level within a reasonable time after such termination.

15. SUBORDINATION:

- (a) State and Federal Law. This Lease is subject to all provisions and conditions of any existing or future agreements by the Lessor with the Federal Aviation Administration and with the Ohio Department of Transportation, Office of Aviation regarding the airport and nothing contained herein shall be construed to prevent the Lessor from making further agreements with the federal government and the State of Ohio regarding the airport.
- (b) Local Ordinances/Regulations. This Lease is subject to all ordinances of the City which affect the Airport and all rules and regulations of the Airport in effect from time-to-time.
- (c) Should the effect of such agreements referred to under (a) above or the laws/regulations under (b) above be to substantially destroy or prevent the reasonable exercise of Lessee's rights and uses hereunder by taking a part of the leased premises or in some other manner, then the Lessee or Lessor may terminate this Lease under the provisions of paragraph 18 hereof.

16. CONDEMNATION:

The Lessor City shall have the power of eminent domain with respect to the leased premises, even though Lessor is a party hereto, in accordance with the statutes of the State of Ohio relating to eminent domain and condemnation.

17. ASSIGNMENT:

Lessee shall have the privilege of assignment of this Lease Agreement, upon advance written notice to the Lessor and written consent from Lessor. The Lessor shall not unreasonably withhold consent. The notice to Lessor shall set forth the name, address and nature of the business of the proposed assignee. If no written objection from the Lessor is received by Lessee within twenty (20) days after said notice then the assignment shall be presumed to be approved by Lessor.

18. TERMINATION:

This Lease shall terminate at the end of the full term hereof, and the Lessee shall have no further right or interest in any part of the demised premises except as provided in paragraph 2 of this Lease, and the Lessor shall be entitled to have the land demised herein returned to it clear of all improvements above ground level and if Lessee fails to so remove improvements, they shall thereafter become the property of the Lessor. Notwithstanding the foregoing, if Lessee desires to continue using the premises and the City has not converted the premises to some other use, then the City agrees to negotiate a new Lease Agreement in good faith.

This Lease may be terminated by the Lessee without liability for rentals accruing thereafter and without return of any rental paid in advance, at the end of any twelve (12) month period after the date of this Lease; subject, however, to a sixty (60) days advance written notice to Lessor when said Lease is to be terminated, and Lessee may, at Lessee's option, remove the improvements on the demised premises and if Lessee fails to do so within a reasonable time after termination, then the improvements shall become the property of the Lessor.

In the event Lessor fails to perform its obligations as set forth in the Lease, and such failure substantially destroys or prevents the reasonable exercise of Lessee's rights and uses hereunder, the Lessor shall pay to the Lessee as liquidated damages the current value of the fixed improvements of an aeronautical and related nature made on the demised premises (for the purpose of this Lease, said current value shall be computed based upon an appraisal procedure agreed upon by the parties) and thereupon all such improvements shall be and become the sole property of Lessor; provided, however, that in lieu of accepting said current value, the Lessee shall have the option of removing said fixed improvements and thereupon this Lease shall terminate.

Default of payment of any of the rentals reserved herein to the Lessor or default in payment of any taxes levied against the leased premises or improvements, shall give the Lessor the right to terminate this Lease at any time after sixty (60) days' notice has been given to Lessee, unless within said time the Lessee has complied fully with the requirements for payment of such rental or taxes. In the event this Lease is finally terminated for such a default of Lessee, the improvement shall be removed or become Lessor's property as provided hereinabove.

On the nonpayment of the whole or any part of the amounts agreed upon at the time such payments become due, the damage or destruction of Lessee's hanger building without repair satisfactory to the Lessor or replacement thereof within twelve (12) months, the abandonment of the demised premises or complete discontinuance of usage for aircraft storage, or upon the nonperformance by Lessee of any or the agreements and covenants herein mentioned, by it to be kept and performed, the Lessor shall give the Lessee written notice by certified mail of the claimed defect, failure, omission or commission of the Lessee and the Lessee shall thereupon have the right and privilege to cure such defect, etc. within a period of sixty (60) days. Upon the failure of the Lessee to do so, the Lessor may take immediate possession of the premises and declare this Lease terminated, subject to Lessee's right to remove the improvements pursuant to paragraph 14. In this connection, it is agreed that failure of the Lessor to declare this Lease terminated upon a default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to declare this Lease null and void by reason of any subsequent violation of the terms of this Lease.

19. NON-WAIVER:

No failure by either the Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

20. NOTICES:

Notices hereunder shall be in writing and sent by certified mail addressed to the parties as follows:

To: City of Mansfield, Ohio  
Attn: Public Works Director  
30 North Diamond Street  
Mansfield, Ohio 44902

To: Black Tusk LLC,  
3362 Possum Run Road  
Mansfield Ohio 44903

21. SUCCESSORS/ASSIGNS:

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors, heirs and assigns of the respective parties hereto.

22. PARAGRAPH HEADINGS:

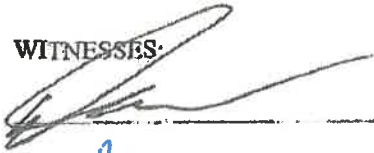
The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

23. SEVERABILITY:

If any term, covenant, condition or provision of this Lease is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

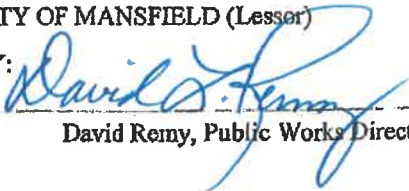
IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in triplicate as of the day and year first above-written.

WITNESSES:

  
\_\_\_\_\_  
*M. Shourmashi*  
\_\_\_\_\_  
\_\_\_\_\_


CITY OF MANSFIELD (Lessor)

BY:

  
\_\_\_\_\_  
David Remy, Public Works Director

Black Tusk LLC  
3362 Possum Run Road  
Mansfield Ohio 44903 (Lessee)

BY: Janice E Schumer

  
\_\_\_\_\_  
Janice E. Schumer, Agent and Sole Member

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John R. Spon, Law Director

STATE OF OHIO )  
 ) ss.  
COUNTY OF RICHLAND )

On this 22<sup>nd</sup> day of January, 2021 before me, a Notary Public in and for said County and State, came the City of Mansfield, Ohio, by David Remy, its Public Works Director, who acknowledged the execution of the foregoing Lease to be his voluntary act on behalf of the City of Mansfield, Ohio, and the free act and deed of said City. (Ord. # -).

Cheryl A. Shell  
Notary Public



CHERYLA.  
SHELL  
NOTARY PUBLIC,  
STATE OF OHIO  
My Commission  
Expires  
March 31, 2024

STATE OF OHIO )  
 ) ss.  
COUNTY OF RICHLAND )

On this 30 day of December, 2020 before me, a Notary Public in and for said County and State, came [Lessee Representative Name], who acknowledged the execution of the foregoing Lease to be their voluntary and free act and deed.

L. Paige York Schorr  
Notary Public



L PAIGE YORK SCHORR  
Notary Public  
In and For the State of Ohio  
My Commission Expires 9/21/24

**SCHEDULE A**

<b>Term</b>	<b>Dates</b>	<b>Amount / Lot / Year</b>
<b>Initial</b>	<b>7/1/18 – 6/30/28</b>	<b>\$1,000.00</b>
<b>First Renewal</b>	<b>7/1/28 – 6/30/33</b>	<b>\$1,100.00</b>
<b>Second Renewal</b>	<b>7/1/33 – 6/30/38</b>	<b>\$1,200.00</b>
<b>Third Renewal</b>	<b>7/1/38 – 6/30/43</b>	<b>\$1,300.00</b>
<b>Fourth Renewal</b>	<b>7/1/43 – 6/30/48</b>	<b>\$1,400.00</b>

BY: MR. DAVENPORT

Authorizing the Mayor and the Public Works Director to enter into a Community Reinvestment Area Agreement with M & D Real Estate Investments, LTD, Edge Plastics, LLC and EP Transportation LLC, Inc., for certain tax incentives under Ohio Revised Code Chapter § 3735.66 for renovating and expanding their existing facility 449 Newman Street, Mansfield, Ohio 44902, and declaring an emergency.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That the Mayor and the Public Works Director be, and they are hereby, authorized to enter into a Community Reinvestment Area Agreement with M & D Real Estate Investments, LTD, Edge Plastics, LLC and EP Transportation, LLC, relating to a Community Reinvestment Area project for expanding their existing facility at 449 Newman Street, Mansfield, Ohio, in the City and in the Community Reinvestment Area, which will encompass substantial new investment and related employment, and to provide in said Agreement for certain tax incentives, as authorized under Ohio Revised Code Chapter §3735.66, i.e., exemption from tax for a period of fifteen (15) years on the real estate improvements for one hundred percent (100%) of such property newly invested in the project, all as substantially designated and fully set forth in the proposed Community Reinvestment Area Agreement, a copy of which is attached hereto as Exhibit “A” and made a part hereof by reference.

SECTION 2. That in order to permit necessary commitments to go forward on the project at the earliest time, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 2 February 2021  
1<sup>st</sup> Reading 2 February 2021  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 2 February 2021

SIGNED /s/ Phillip E. Scott  
President of Council Pro-Temp

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ David Falquette  
Acting Mayor

APPROVED AS TO FORM: John R. Spon  
Law Director  
City of Mansfield, Ohio

**Exhibit "A"**  
**to Bill# 21-025**

**COMMUNITY REINVESTMENT AREA AGREEMENT**

This Agreement made and entered into by and between the CITY OF MANSFIELD, OHIO, a municipal corporation, with its main offices located at 30 North Diamond Street, Mansfield, Ohio 44902 (hereinafter referred to as "MANSFIELD"), and M & D REAL ESTATE INVESTMENTS, LTD, an Ohio Limited Liability Company with its main offices located at 449 Newman Street, Mansfield, Ohio 44902 (herein after referred to as "M & D"), EDGE PLASTICS, LLC, with its main office located at 449 Newman Street, Mansfield, Ohio 44902 ( hereinafter referred to as "EP") and EP TRANSPORTATION, LLC with its main office located at 449 Newman Street, Mansfield, Ohio 44902 (herein after referred to as "EPT") WITNESSETH:

**WHEREAS**, the MUNICIPAL CORPORATION has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area, and

**WHEREAS**, M & D, is desirous of expanding their current facility located at 449 Newman Street, Mansfield Ohio. The expansion to the current facility (hereinafter referred to as the "PROJECT") will consist of additions to their existing facility totaling 34,786 sf within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said PROJECT, and

**WHEREAS**, the Council of the City of Mansfield by Ordinance #20-086 adopted May 19, 2020, designated the area as a Community Reinvestment Area pursuant to § 3735.66 of the Ohio Revised Code ("ORC"), and

**WHEREAS**, effective July 17, 2020, the Director of the Ohio Development Services Agency of the State of Ohio determined that the aforementioned area designated in said Ordinance #20-086 contains the characteristics set forth in § 3735.66 of the ORC and certified said area as a Community Reinvestment Area under said § 3735.66, and

**WHEREAS**, Mansfield having the appropriate authority for the stated type of project is desirous of providing the ENTERPRISE with incentives available for the development of the PROJECT in said Community Reinvestment Area under § 3735.66 of the ORC, and

**WHEREAS**, M & D has submitted a proposed agreement application (hereinafter referred to as "APPLICATION"), a copy of which is attached hereto as Exhibit "A".

**WHEREAS**, M & D has remitted the required state application fee of \$750 made payable to the Ohio Development Services Agency with the application to be forwarded with the final agreement, and

**WHEREAS**, the Director of Economic Development of Mansfield as Housing Officer has investigated the application of M & D and has recommended the same to the City Council of the City of Mansfield on the basis that M & D is qualified by financial responsibility and business experience to create and preserve employment opportunities in said City of Mansfield Community Reinvestment Area and improve the economic climate of the City of Mansfield, and

**WHEREAS**, the project site as proposed by the M & D is located in the Mansfield City School District and the N/A Joint Vocational School District and the Board of Education of Mansfield City Schools has been

notified in accordance with § 3735.67 and 5709.83 and has been given a copy of the APPLICATION, and this AGREEMENT.

**WHEREAS**, pursuant to Ohio Revised Code Section 3735.67 (A), and in conformance with the format required under Section 3735.671 (B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. M & D shall construct additions totaling 34,786 square foot to their existing 70,000 square foot facility located at 449 Newman Street, Mansfield, Ohio.

Said building additions shall be constructed on Parcel Number 027-05-098-05-002 and Parcel Number 027-05-099-11-000 as the same is known and designated on the Auditor's revised list of lots in the City of Mansfield, Richland County, Ohio (as shown in the attached Exhibit "B").

The PROJECT will involve an estimated total building investment of Two Million Nine Hundred Thirty Thousand Eight Hundred Ninety Four Dollars (\$2,930,894.00), plus or minus 10%, at the 449 Newman Street. In addition, the Project will include approximately Seventy Thousand Dollars (\$70,000.00) to acquire additional real estate, Nine Million Three Hundred Fifty One Thousand Three Hundred Ninety One dollars (\$9,351,391) to acquire new machinery & equipment One Hundred Thousand Dollars and Thirty Thousand Dollars (\$30,000.00) to acquire new furniture and fixture.

The PROJECT will begin February 2021 and all acquisition, construction and installation will be completed by December 2021.

2. EP and EPT shall create employment after the commencement of construction of the aforesaid facility, in accordance with the schedule provided in Exhibit "D" attached hereto and incorporated herein.

3. The M & D shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to § 5711.02 of the ORC if requested by the Council.

4. The CITY OF MANSFIELD hereby grants M & D a tax exemption for real property improvements made to the PROJECT site pursuant to Section 3735.67 of the Ohio Revised Code for the number of years and percentages:

Years of Tax Exemption

Tax Exemption Amount (Percentage)

15 years

100%

Each identified project improvement will receive a fifteen (15) year exemption period. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption extend beyond December 31, 2036 (for tax year 2035).

M & D must file the appropriate tax forms (DTE 24) with the Richland County Auditor to effect and maintain the exemptions covered in the agreement.

5. The City of Mansfield specifically agrees to waive the fee specified in the Ohio Revised Code Section 3735.671 (D).
6. M & D, EP and EPT, as part of this agreement, and as authorized in Section 3735.671 (A) (2) (c), shall enter into a Community Reinvestment Area Compensation Agreement with the Mansfield City School District detailing the annual cash payments for each year it receives the above mentioned exemption.
7. M & D shall pay such real and tangible personal property taxes as are not exempted under this agreement and as otherwise are required by law to be paid and are charged against such property and shall file all tax reports and returns as required by law. If M & D fails to pay such taxes or file such returns and reports, all incentives and exemptions granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
8. Mansfield shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
9. If for any reason Mansfield revokes the designation of the area, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless the M & D materially fails to fulfill its obligations under this agreement and Mansfield terminates or modifies the exemptions from taxation granted under this agreement.
10. If M & D materially fails to fulfill its obligations under this agreement, or if Mansfield determines that the certification as to delinquent taxes as required by this agreement is fraudulent, Mansfield may terminate or modify the exemptions from taxation granted under this agreement. Mansfield may require repayment of the amount of taxes that would have been payable had the property tax not been exempted from taxation under this agreement.
11. M & D hereby certifies that at the time this agreement is executed, M & D does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the ORC, or, if such delinquent taxes are owed, M & D currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against M & D. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the ORC governing payment of those taxes.
12. M & D and Mansfield acknowledge that this agreement must be approved by formal action of the legislative authority of the City of Mansfield, Ohio as a condition for the agreement to take effect. This agreement takes effect upon such approval.
13. Mansfield has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, M & D, EP and EPT are committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

14. Exemptions from taxation granted under this agreement shall be revoked if it is determined that M & D, any successor enterprise, or any related member (as those terms are defined in § 5709.61 of the ORC) has violated the prohibition against entering into this agreement under Division (E) of § 3735.671 or § 5709.62, 5709.63, or 5709.632 of the ORC prior to the time prescribed by that division or either of those sections.

15. This agreement is not transferable or assignable without the express written approval of Mansfield.

IN WITNESS WHEREOF, the CITY OF MANSFIELD, OHIO, by TIMOTHY L. THEAKER, Mayor and DAVID REMY, Public Works Director, and pursuant to Ordinance # 21-\_\_\_\_\_, has caused this instrument to be executed this \_\_\_\_\_ day of February, 2021, and M & D Real Estate Investments, LTD, by SHELLEY FISHER, its Member, Edge Plastics, LLC, by SHELLEY FISHER, its Member and E P Transportation, LLC, by SHELLEY FISHER, its Member, has caused this instrument to be executed on this \_\_\_\_\_ day of February, 2021.

WITNESS

CITY OF MANSFIELD, OHIO

BY: \_\_\_\_\_  
TIMOTHY L. THEAKER, Mayor

BY: \_\_\_\_\_  
DAVID REMY, Public Works Director

M & D REAL ESTATE INVESTMENTS, LTD

BY: \_\_\_\_\_  
SHELLEY FISHER, Member

EDGE PLASTICS, LLC

BY: \_\_\_\_\_  
SHELLEY FISHER, Member

E P TRANSPORTATION, LLC

BY: \_\_\_\_\_  
SHELLEY FISHER, Member

APPROVED AS TO FORM:

\_\_\_\_\_  
John Spon, Law Director  
City of Mansfield, Ohio

**EXHIBIT "B"**

**DESCRIPTION OF INVESTMENTS**

**A. Existing or new building cost and size:**

New Construction	\$2,930,894	34,786 S.F. Additions
Real Estate Acquisition	\$ 70,000	

**B. Itemized value of machinery, equipment, furniture, and fixtures:**

Machinery & Equipment	\$9,351,391
Furniture & Fixtures	\$ 30,000

**C. Inventory:**

N/A

**EXHIBIT "C"**

**Estimated Schedule of Jobs**

		estimated jobs	estimated annual payroll
year <u>  1  </u>	created:	#	
	full-time permanent	<u>  26  </u>	\$ <u>967,442.00</u>
	full-time temporary	<u>          </u>	\$
	part-time permanent	<u>          </u>	\$
	part-time temporary	<u>          </u>	\$
	retained:	#	
	full-time permanent	<u>          </u>	\$
	full-time temporary	<u>          </u>	\$
	part-time permanent	<u>          </u>	\$
	part-time temporary	<u>          </u>	\$
	<b>TOTAL ANNUAL PAYROLL</b>		\$ <u>967,442.00</u>
year <u>  2  </u>	created:	#	
	full-time permanent	<u>  17  </u>	\$ <u>632,558.00</u>
	full-time temporary	<u>          </u>	\$
	part-time permanent	<u>          </u>	\$
	part-time temporary	<u>          </u>	\$
	<b>TOTAL ANNUAL PAYROLL</b>		\$ <u>1,600,000.00</u>
year <u>  3  </u>	created:	#	
	full-time permanent	<u>          </u>	\$
	full-time temporary	<u>          </u>	\$
	part-time permanent	<u>          </u>	\$
	part-time temporary	<u>          </u>	\$
	<b>TOTAL ANNUAL PAYROLL</b>		\$ <u>1,600,000.00</u>
year <u>  4  </u>	created:	#	
	full-time permanent	<u>          </u>	\$
	full-time temporary	<u>          </u>	\$
	part-time permanent	<u>          </u>	\$
	part-time temporary	<u>          </u>	\$
	<b>TOTAL ANNUAL PAYROLL</b>		\$ <u>1,600,000.00</u>
year <u>  5  </u>	created:	#	
	full-time permanent	<u>          </u>	\$
	full-time temporary	<u>          </u>	\$
	part-time permanent	<u>          </u>	\$
	part-time temporary	<u>          </u>	\$
	<b>TOTAL ANNUAL PAYROLL</b>		\$ <u>1,600,000.00</u>

year <u>6</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	<b>TOTAL ANNUAL PAYROLL</b>		<b><u>\$1,600,000.00</u></b>
year <u>7</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	<b>TOTAL ANNUAL PAYROLL</b>		<b><u>\$1,600,000.00</u></b>
year <u>8</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	<b>TOTAL ANNUAL PAYROLL</b>		<b><u>\$1,600,000.00</u></b>
year <u>9</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	<b>TOTAL ANNUAL PAYROLL</b>		<b><u>\$1,600,000.00</u></b>
year <u>10</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	<b>TOTAL ANNUAL PAYROLL</b>		<b><u>\$1,600,000.00</u></b>



**City of Mansfield**  
**Tim Theaker, Mayor**

30 N. Diamond Street - Mansfield, OH 44902 - (419)755-9794 Fax-(419)755-9465  
**Tim Bowersock, Economic Development Director**

December 22, 2020

Donnie McCluggage, CFO  
M & D Real Estate Investments, LLC,  
% Edge Plastics  
449 Newman Street  
Mansfield, Ohio 44902

RE: M & D Real Estate Investments, LLC., Community Reinvestment Area Application

Dear Mr. Whisler,

The City of Mansfield received the attached application for Community Reinvestment Area Tax Exemption on December 22, 2020. The Tax Exemption requested is for your proposed real property investment of \$2,930,894.00. Further, the requested exemption is 100% for 15 years.

Pursuant to law, the City of Mansfield is required to provide notification to the affected school district of the filing of applications so they may, if they choose, provide comments to the City of Mansfield within 45 days of this notice. The City of Mansfield is required to consider those comments in acting upon this application. By copy of this letter, I am notifying the appropriate school district of this request.

Final approval for Community Reinvestment Area Tax Exemption rests with City Council. Legislation will be presented to City Council on February 18, 2021. A representative of the company will be required at the February 18, 2021 City Council Caucus, which begins at 7:00 p.m., and will be held in the 3<sup>rd</sup> floor Council Chambers.

Sincerely,

Tim Bowersock  
Economic Development Director

Cc: Stan Jefferson, Superintendent, Mansfield City Schools  
Tacy Courtright, Treasurer

Received by:   
Date: 12/24/2020



received  
12/22/20 TB

**CITY OF MANSFIELD  
Community Reinvestment Area**

**PROPOSED AGREEMENT** for Community Reinvestment Area Tax Incentives between the M&D Real Estate Investments located in the County of **Richland** and City of **Mansfield**.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

M&D Real Estate Investments

Enterprise Name

449 Newman Street Mansfield 44902

Address

Donnie McCluggage

Contact Person

419-522-6696 ext 235

Telephone Number

- b. Project site:

Edge Plastics Manufacturing Site

Michael Bradley

Contact Person

449 Newman Street, Mansfield 44902

Address

419-522-6696 ext 240

Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Edge Plastics manufactures plastic storage containers

- b. List primary 6 digit North American Industry Classification System (NAICS) # 156600

Business may list other relevant SIC numbers. \_\_\_\_\_

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: \_\_\_\_\_

N/A

d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

C- Corporation

3. Name of principal owner(s) or officers of the business.

Shelley Fisher

4. a. State the enterprise's current employment level at the proposed project site:

78 - Edge Plastics Employees 7 - EP Transportation Employees

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes \_\_\_ No X

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

Edge Plastics & EP Transportation currently has 85 employees and project to grow to 128

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

none

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

No relocation

5. Does the Property Owner owe:
- a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  
Yes  No
  - b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes  No
  - c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?  
Yes  No
  - d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).
6. Project Description: Project includes additions to the manufacturing site  
of 34,786 sq. ft. for temporary storage of finished parts, space to store  
and repair molds, and new office space.
- 
7. Project will begin January, 20 21 and be completed December 2021, 20 provided a tax exemption is provided.
8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):  
43 and see attached list
- b. State the time frame of this projected hiring: 2 yrs.
- c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):  
document attached
9. a. Estimate the amount of annual payroll such new employees will add \$ \$1,600,000 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ 0 \_\_\_\_\_

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A.	Acquisition of Buildings:	\$ 70,000
B.	Additions/New Construction:	\$ 2,930,894
C.	Improvements to existing buildings:	\$ 0
D.	Machinery & Equipment:	\$ 8,351,391
E.	Furniture & Fixtures:	\$ 30,000
F.	Inventory:	\$ 0
	<b>Total New Project Investment:</b>	<b>\$ 12,382,285</b>

11. a. Business requests the following tax exemption incentives: 100 % for 15 years covering real estate as described above. Be specific as to the rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)  
Edge Plastics Inc. manufactures plastic storage containers for retailers across the United States and Canada.

Edge is heavily invested in economic development in the region and to remain competitive and needs assistance in

funding this large capital investment of \$12,382,285. Edge is projected to increase 43 new jobs with an annual

increase in payroll by \$1.6 million.

Submission of this application expressly authorizes the City of Mansfield to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Shelley Fisher  
Name of Property Owner

December 16, 2020  
Date

  
Signature

President  
Typed Name and Title

\* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

\*\* Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

<b>Year</b>	<b>Number of Employees</b>	<b>Position</b>
<b>2021</b>	<b>1</b>	<b>HR Manager</b>
<b>2021</b>	<b>1</b>	<b>Assistant Plant Manager</b>
<b>2021</b>	<b>2</b>	<b>Automation Technician</b>
<b>2021</b>	<b>1</b>	<b>3<sup>rd</sup> Shift Grinder</b>
<b>2021</b>	<b>1</b>	<b>2<sup>nd</sup> Shift Oiler</b>
<b>2021</b>	<b>4</b>	<b>Tow Motor Drivers</b>
<b>2021</b>	<b>12</b>	<b>General Operators</b>
<b>2021</b>	<b>4</b>	<b>Shipping</b>
<b>2022</b>	<b>3</b>	<b>Maintenance</b>
<b>2022</b>	<b>12</b>	<b>General Operators</b>
<b>2022</b>	<b>2</b>	<b>Shipping</b>



**City of Mansfield**  
**Tim Theaker, Mayor**

30 N. Diamond Street - Mansfield, OH 44902 - (419)755-9794 Fax-(419)755-9465  
Tim Bowersock, Economic Development Director

December 22, 2020

Donnie MCCIuggage, CFO  
M & D Real Estate Investments, LLC.  
% Edge Plastics  
449 Newman Street  
Mansfield, Ohio 44902

RE: M & D Real Estate Investments, LLC., Community Reinvestment Area Application

Dear Mr. Whisler,

The City of Mansfield received the attached application for Community Reinvestment Area Tax Exemption on December 22, 2020. The Tax Exemption requested is for your proposed real property investment of \$2,930,894.00. Further, the requested exemption is 100% for 15 years.

Pursuant to law, the City of Mansfield is required to provide notification to the affected school district of the filing of applications so they may, if they choose, provide comments to the City of Mansfield within 45 days of this notice. The City of Mansfield is required to consider those comments in acting upon this application. By copy of this letter, I am notifying the appropriate school district of this request.

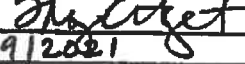
Final approval for Community Reinvestment Area Tax Exemption rests with City Council. Legislation will be presented to City Council on February 18, 2021. A representative of the company will be required at the February 18, 2021 City Council Caucus, which begins at 7:00 p.m., and will be held in the 3<sup>rd</sup> floor Council Chambers.

Sincerely,

  
Tim Bowersock

Economic Development Director

Cc: Stan Jefferson, Superintendent, Mansfield City Schools  
Tacy Courtright, Treasurer

Received by:   
Date: 1/19/2021



BY: MR. DAVENPORT

Authorizing the Mayor and Public Works Director to enter into a Community Reinvestment Area School Compensation Agreement with M & D Real Estate Investments, LTD, Edge Plastics, LLC, EP Transportation, and Mansfield City Schools to authorize general compensation and income tax revenue sharing on new municipal income tax revenues, and declaring an emergency.

**WHEREAS**, the Community Reinvestment Area School Compensation Agreement Program, pursuant to ORC §3735.66 authorizes municipalities to grant real and/or personal property tax exemptions on eligible new investments, and

**WHEREAS**, the City of Mansfield by Ordinance #20-086 adopted on May 19, 2020, designated the area as a Community Reinvestment Area, and

**WHEREAS**, effective July 17, 2020, the Director of the Ohio Development Services Agency determined the area designated by the municipality within Ordinance #20-086 contains the characteristics set forth in § 3735.66 of the ORC and certified the areas of a Community Reinvestment Area, and

**WHEREAS**, the municipality provided the Board of Education of the Mansfield City Schools with notice of the project prior to formal action as required within ORC § 5709.83, and § 3735.67, and  
J

**WHEREAS**, the municipality has acted pursuant to ORC § 3735.66 within Ordinance #21-\_\_\_\_ adopted February \_\_\_\_\_, 2021, to grant a tax exemption to M & D Real Estate Investments, LTD, Edge Plastics, LLC, EP Transportation, will enter into a formal Community Reinvestment Area.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That the Mayor and Public Works Director be, and they are hereby, authorized to enter into a Community Reinvestment Area Compensation Agreement with M & D Real Estate Investments, LTD, Edge Plastics, LLC, EP Transportation, and the Mansfield City Schools, all as substantially designated and fully set forth in the proposed Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

SECTION 2. That in order to allow this project to go forward at the earliest time, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 2 February 2021  
1<sup>st</sup> Reading 2 February 2021  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 2 February 2021

SIGNED /s/ Phillip E. Scott  
President of Council Pro-Temp.

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ David Falquette  
Acting Mayor

APPROVED AS TO FORM: John R. Spon  
Law Director  
City of Mansfield, Ohio

**Exhibit "A"**  
**to Bill# 21-026**

**COMMUNITY REINVESTMENT AREA COMPENSATION AGREEMENT**

This agreement between the City of Mansfield, a municipal corporation with its offices at 30 North Diamond Street, Mansfield, Ohio 44902 Mansfield City Schools Board of Education, a public school district with its principal offices at 856 Cook Road, Mansfield, Ohio 44907, M & D Real Estate Investments, LTD, an Ohio Limited Liability Company with its principal offices at 449 Newman Street Mansfield, Ohio 44902, Edge Plastics, LLC, an Ohio Corporation with its principle offices at 449 Newman Street, Mansfield, Ohio 44902 and EP Transportation, LLC, with its principle offices at 449 Newman Street, Mansfield, Ohio 44902, specifies the manner and procedure to be used pursuant Ohio Revised Code (ORC) Section 5709.82 authorizing (requiring) general compensation and income tax revenue sharing on new municipal income tax revenues relating to the KJBS, LLC., Community Reinvestment Area project.

Whereas, the Ohio Community Reinvestment Area Program, pursuant ORC Sections 3735.66 authorizes municipalities to grant real property tax exemptions on eligible new investments; and

Whereas, the City of Mansfield, by Ordinance No. 20-086 adopted May 19, 2020 designated an area within the municipality as a Community Reinvestment Area;

Whereas, effective July 17, 2020, the Director of the Ohio Development Services Agency determined the area designated by the municipality within Ordinance No. 20-086 contains the characteristics set forth in Section 3735.66 of the ORC and certified the area as a Community Reinvestment Area;

Whereas, the municipality provided Mansfield City Schools Board of Education and the (Not Applicable) joint vocational school notice of the project prior to formal consideration as required within ORC section 3735.671 (A) (1) or 5709.83;

Whereas, the municipality has acted pursuant ORC Section 3735.65 - .70 within Ordinance No. 20-086 adopted May 19, 2020 to grant a tax exemption to KJBS, LLC., and entered into a formal Community Reinvestment Area Agreement on February \_\_\_\_\_, 2021; and

Whereas, the City of Mansfield and the Mansfield City Schools Board of Education pursuant to ORC section 5709.82 elect to enter into a Revenue Sharing/Compensation Agreement with M & D Real Estate Investments, LTD, Edge Plastics, LLC and EP Transportation, LLC concerning the benefits relating to the aforementioned project.

Now Therefore, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth the municipality and board of education agree as follows:

**Section 1. Definitions** as used in this agreement. The following shall have the meanings set forth below:

"Annual Payment Amount" shall mean the amount paid directly by M & D Real Estate Investments, LTD to the board of education under Section 2 of this agreement.

"Exemption Year" shall mean any calendar year in which the Project would be taxable but for the municipal authorization and finalization of a Community Reinvestment Area Agreement Ohio Revised Code Sections 3735.67 (B) & (D).

"New Employee" shall include all employees who are first employed at the project site and who have not been subject to the City of Mansfield municipal income tax within the previous two years on income derived from employment from Edge Plastics, LLC or EP Transportation, LLC prior to being employed at the project site. "New employee" does not include any person hired to replace a person who is not a new employee. "

"Base Employment" shall be the number of employees located at the project site immediately prior to the finalization of the Community Reinvestment Area Agreement.

"Base Payroll" shall be the annualized salary of all employees located at the project site immediately prior to the finalization of the Community Reinvestment Area Agreement.

**Section 2. Amount of Municipal Payments.** During each exemption year in which M & D Real Estate Investments, LTD receives a real property tax benefit pursuant to the Community Reinvestment Area Agreement executed by the City of Mansfield, M & D Real Estate Investments, LTD, Edge Plastics, LLC and EP Transportation, LLC on February \_\_\_\_\_, 2021, M & D Real Estate Investments, LTD shall pay the annual payment of Thirty Five Thousand One Hundred Seventy Seven Dollars (\$35,177.00) to the board of education.

**Section 3. Timing of the Payments.** M & D Real Estate Investments, LTD shall make annual cash payments in the agreed upon amount no later than December 31<sup>st</sup> of each calendar year subsequent to an exemption year in which the business received a real property tax benefit.

**Section 4. Waiver of Notice Provision.** Mansfield City Schools, M & D Real Estate Investments, LTD, Edge Plastics, LLC and EP Transportation, LLC waive any notice or approval provisions pursuant to ORC 3735.671 (A) (1) or 5709.83.

**Section 4. Amendments.** This agreement may be amended or modified by the parties, only in writing, signed by all parties to the agreement or by applicable law changes. Should the State of Ohio significantly alter the manner in which funding is provided to local and joint vocational school districts, then all parties agree to reconsider the terms of this agreement for possible amendment.

**Section 5. Entire Agreement.** This agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this agreement.

**Section 6. Notices.** All payments, certificates, reports and notices, which are required to or

may be given pursuant to the provisions of this agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

**Municipality:** Economic Development Director  
City of Mansfield, 30 North Diamond Street, Mansfield, Ohio 44902

**Board of Education:** Treasurer  
Mansfield City Schools, 856 Cook Road, Mansfield, Ohio 44907

**Business:** Member  
M & D Real Estate Investments, LTD, 449 Newman Street, Mansfield, Ohio  
44902

Member  
Edge Plastics, LLC, 449 Newman Street, Mansfield, Ohio 44902

Member  
EP Transportation, LLC, 449 Newman Street, Mansfield, Ohio 44902

Any party may change its contact or address for receiving notices and reports by giving written notice of such change to the other parties.

**Section 7. Severability of Provisions.** The invalidity of any provision of this agreement shall not affect the other provisions of this agreement, and this agreement shall be construed in all respects as if any invalid portions were omitted.

**The balance of this page is intentionally blank.**

**IN WITNESS WHEREOF**, the City of Mansfield, Ohio, by **TIMOTHY L. THEAKER**, Mayor and **DAVID REMY**, Public Works Director, and pursuant to Ordinance #21-\_\_\_\_, has caused this instrument to be executed this \_\_\_\_ day of February, 2021, Mansfield City Schools Board of Education by **TACY COUTRIGHT**, its Treasurer, has caused this instrument to be executed this \_\_\_\_ day of February, 2021, M & D Real Estate Investments, LTD, by **SHELLEY FISHER**, its Member has caused this instrument to be executed this \_\_\_\_ day of February, 2021, Edge Plastics, LLC by **SHELLEY FISHER**, its MEMBER has caused this instrument to be executed this \_\_\_\_ day of February 2021 and EP Transportation, LLC, by **SHELLEY FISHER**, its Member has caused this instrument to be executed this \_\_\_\_ day of February, 2021.

**Witness:**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**CITY OF MANSFIELD**

By: \_\_\_\_\_  
Timothy L. Theaker, Mayor

By: \_\_\_\_\_  
David Remy, Public Works Director

**MANSFIELD CITY SCHOOLS**

By: \_\_\_\_\_  
Tacy, Treasurer

**M & D Real Estate Investments, LTD**

By: \_\_\_\_\_  
Shelley Fisher, Member

**Edge Plastics, LLC**

By: \_\_\_\_\_  
Shelley Fisher, Member

**Approved as to form:**

\_\_\_\_\_  
**John Spon**  
**Law Director**  
**City of Mansfield**

**December 17, 2020**  
**Edge Plastics, Inc.**  
**ABATEMENT CALCULATIONS**

<b>INVESTMENT</b>	<b>\$3,930,894</b>	
<b>TAX VALUE (35%)</b>	<b>1,025,813</b>	
<b>TAX RATE</b>	<b>x .08573</b>	<b>(NET AFTER REDUCTION FACTOR)</b>
<b>TOTAL TAX</b>	<b>87,943</b>	<b>(W/O ABATEMENT)</b>
	<b>x .40</b>	
<b>SCHOOL COMP.</b>	<b>\$ 35,177</b>	<b>ANNUALLY</b>
<b>Company Savings</b>	<b>\$ 52,766</b>	<b>ANNUALLY (15 YEARS)</b>
<b>Total Company Savings</b>	<b>\$ 791,490</b>	<b>(27% OF PROECT INVESTMENT)</b>

Prepared by:

Tim Bowersock  
Economic Development Director  
City of Mansfield

BY: MR. DAVENPORT

Authorizing the Safety-Service Director to enter into a Job Creation Tax Credit Agreement with Edge Plastics, LLC and EP Transportation, LLC, Subsidiaries of M & D Real Estate Investments, LTD., and declaring an emergency.

**WHEREAS**, Edge Plastics, LLC and EP Transportation, LLC, Subsidiaries of M & D Real Estate Investments, LTD., has promised to create more than 40 new full-time jobs at said locations, and

**WHEREAS**, Edge Plastics, LLC and EP Transportation, LLC, Subsidiaries of M & D Real Estate Investments, LTD., has also qualified for a State of Ohio Job Creation Income Tax Credit, and

**WHEREAS**, Edge Plastics, LLC and EP Transportation, LLC, Subsidiaries of M & D Real Estate Investments, LTD., meets the City of Mansfield criteria for acceptance of a Job Creation Income Tax Credit pursuant to Mansfield’s program, and

**WHEREAS**, both the City of Mansfield and Edge Plastics, LLC and EP Transportation, LLC, Subsidiaries of M & D Real Estate Investments, LTD., will benefit from entering into a Job Creation Tax Credit agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:**

**SECTION 1.** That Mansfield City Council does hereby authorize the Safety-Service Director to execute the Jobs Creation Income Tax Credit Agreement with Edge Plastics, LLC and EP Transportation, LLC, Subsidiaries of M & D Real Estate Investments, LTD., a copy of which is attached hereto as Exhibit “A” and made a part hereof.

**SECTION 2.** That for the purpose of entering into a Job Creation Tax Credit Agreement, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 2 February 2021  
1<sup>st</sup> Reading 2 February 2021  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 2 February 2021

SIGNED /s/ Phillip E. Scott  
President of Council Pro-Temp.

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ David Falquette  
Acting Mayor

APPROVED AS TO FORM: John R. Spon  
Law Director  
City of Mansfield,

**Exhibit "A"**  
**to Bill# 21-027**

**CITY OF MANSFIELD**  
**JOB CREATION INCOME TAX CREDIT AGREEMENT**

**Grantee:**  
**Edge Plastics, LLC**  
**EP Transportation, LLC**  
**449 Newman Street**  
**Mansfield, Ohio 44902**

**Federal Tax Identification Number:**

**Project Location:**  
**449 Newman Street**  
**Mansfield, Ohio 44902**

**Tax Credit Effective Date:**

**Project County: Richland**

**Tax Credit End Date:**

**Job, Payroll and Investment Commitments**

**Job Creation**  
**Full Time Equivalent: 43**

**Job Retention**  
**Full Time Equivalent: -0-**

**New Payroll**  
**\$1,600,000.00**

**Tax Revenue Projected: \$30,000.00**

**Percentage of**  
**Minority and**  
**Disadvantaged**  
**Hiring**

**Investment:**  
**M & D Real Estate Investments, LLC: \$3,000,000**  
**Edge Plastics, LLC: \$8,382,285**  
**EP Transportation, LLC: \$1,000,000**

**Tax Credit Approved by Mansfield City Council**

**Program**  
**City of Mansfield**  
**Job Creation Income Tax**  
**Credit Program**

**Tax Credit Percentage**  
**50% of Municipal**  
**Income Tax withheld**  
**on Qualifying New Jobs**

**Number of years**  
**6**

**Approval Date**  
**February \_\_\_\_\_, 2021**

**Ord. No. 21-\_\_\_\_\_**

**Grantee Notice**

**Grantee Contact: Donnie McCluggage**  
**Edge Plastics, LLC**  
**EP Transportation, LLC**  
**449 Newman Street**  
**Mansfield, Ohio 44902**

**Title: Chief Financial Officer**

**Phone Number: (419) 522-6696**

**CITY OF MANSFIELD  
JOB CREATION TAX CREDIT AGREEMENT**

This Municipal Job Creation Income Tax Credit Agreement ("**Agreement**") is made and entered into by and between the **City of Mansfield ("Grantor" or "City")**, located at 30 North Diamond Street, Mansfield, Ohio 44902 and **Edge Plastics, LLC and EP Transportation, LLC**, subsidiaries of **M & D Real Estate Investments, LTD ("Grantees")** with respect to Grantee's operations at the **Project Location ("Project")** as further described in Exhibit I, Scope of Work. The Scope of Work, which was attached to the State Tax Credit Agreement referred to directly below, is incorporated by reference into this Agreement as if fully set forth herein.

Grantee has been awarded a State of Ohio Job Creation Tax Credit under Section 122.17 of the Ohio Revised Code ("**ORC**") for the Project, under the terms of a Tax Credit Agreement between the State of Ohio, Tax Credit Authority and Grantee effective as of \_\_\_\_\_ (the State Tax Credit Agreement).

Grantee's State Tax Credit Agreement allows Grantee to apply for and secure a **City of Mansfield Job Creation Income Tax Credit Agreement** pursuant to the terms of Ordinance 17-073 of the Mansfield Codified Ordinances.

Grantees were awarded a **City of Mansfield Job Creation Tax Credit Agreement** on February 2, 2021, Ordinance No. 21-\_\_\_\_\_ by Mansfield City Council to be implemented concurrently with the State Tax Credit Agreement pursuant to Ordinance 17-073.

1. **Grantor's Findings:** Pursuant to O.R.C. Section 122.17 and based upon a review of relevant information and the representations made by Grantees to Grantor, Grantor has determined the following:
  - (a) Grantees' Project will increase payroll and income tax revenue in the City;
  - (b) Grantees' Project is economically sound and will benefit the people of this City by increasing opportunities for employment and strengthening the economy of this City; and
  - (c) Receiving the tax credit is a major factor in the Grantees' decision to go forward with the Project.

Grantees affirm such representations and acknowledges that Grantor has relied on such representations to induce Grantor to grant tax credits contemplated by the Agreement.

2. **Term of Tax Credit:** Grantor hereby makes for the benefit of Grantee a grant in the form of a refundable tax credit (the "Grant") allowed for the taxable years or periods beginning on the Tax Credit Effective Date and ending on the Tax Credit End Date as set forth on the first page of this Agreement (the "Term") for the sole and express purpose of supporting the Project. The amount of the tax credit attributable to the Grant [for each taxable year during the Term, or for each calendar year during the Term that includes a tax period] (the "Annual Tax Credit"), shall be based on the amount of Excess Income Tax Revenues received by the City for municipal income taxes withheld by Grantee for employees located at the Project Location during such [taxable year or calendar year, as the case may be] (the "Municipal Income Tax Revenue"). Excess Income Tax Revenue shall be calculated as further described in Section 4 of this agreement. The percentage of Excess Income Tax Revenue that will be allowed as the Annual Tax Credit shall be the Tax Credit Percentage set forth on the first page of this agreement. Annual Tax Credits will be refunded to Grantee. Notwithstanding the foregoing, Grantee shall not be eligible to receive an Annual Tax Credit for any taxable year during the Term, or for any calendar year during the Term that includes a tax period, in which the total payroll of Grantee in the Project or at the Project Location, for the taxable year or calendar year, as the case may be, is less than the Baseline Payroll, as set forth on page one of this Agreement.
  
3. **Job Creation and Payroll:** As a condition of the Grant, Grantees shall undertake and accomplish the Project and activities as set forth in Exhibit I. Within three (3) years of the Project's initial operations, Grantees shall (a) employ at the Project Location at least the total number of Full-Time Equivalent Employees set forth on the first page of this Agreement as "to be created" and "to be retained" and (b) generate at least the amount of New Payroll to be created as set forth on the first page of this Agreement. New Payroll shall be calculated by subtracting the Baseline Payroll, as set on the first page of this Agreement, from the total annual payroll of the Project generated at the Project Location ("New Payroll") as reported by Grantees and verified by the City's Income Tax Director and Finance Director. To remain eligible for an Annual Tax Credit, Grantees shall thereafter maintain at least Six Hundred and Sixty Thousand Dollars (\$660,000) (same as amount required in the State Tax Credit Agreement) of New Payroll throughout the Term of this agreement. Throughout the Term, Grantee shall pay its Full-Time Equivalent Employees an average of at least one hundred fifty percent (150%) of the federal minimum wage. Also, within three years of the Project's initial operations, Grantees must demonstrate to Grantor that Grantees have hired minority and disadvantaged persons as defined in Paragraphs (F) and (L) of the Ohio Administrative Code ("O.A.C.") Rule 122:7-1-01 at the Project Location in Percentage of Minority and Disadvantaged Hiring set forth on the first page of this Agreement. Grantees shall maintain the Percentage of Minority and Disadvantaged Hiring during the Term of this Agreement.

**4. Excess Income Tax Revenue:**

- (a) **Excess Income Tax Revenue Defined:** Subject to the other provisions of Section 3 of this Agreement, Excess Income Tax Revenue shall be calculated as follows: (x) the Municipal Income Tax Revenue attributed to Full-Time Equivalent Employees employed by Grantee in the Project, minus (y) the Baseline Income Tax Revenue, as adjusted annually. For each year during the Term, the Baseline Income Tax Revenue for such year shall be increased from the prior year by an amount equal to the (n/a) Baseline Income Tax Revenue for immediately preceding year, times (N/A) the Pay Increase Factor as set forth on the first page of this Agreement.
- (b) **Pro-rated Application of the Baseline Income Tax Revenue:** If Grantees become eligible for the credit after the first day of Grantees' taxable year or after the first day of the calendar year that includes the tax period, the Baseline Income Tax Revenue shall be reduced for such partial year pursuant to division (A)(2) of Section 122.17 of O.R.C.
- (c) **Failure to Execute Agreement:** If Grantees fail to enter into this Agreement within sixty (60) days after having received this Agreement from the City, then Grantor shall amend the Baseline Income Tax Revenue to reflect the Municipal Income Tax Revenue based on the Full-Time Equivalent Employees during the most recent twelve-month period prior to the execution of this Agreement. The revised Baseline Income Tax Revenue shall be adjusted annually for each calendar year as described in Section 4(a) above.
- (d) **Calculation of the Annual Tax Credit:** The Annual Tax Credit shall be the product of the Excess Income Tax Revenue multiplied by the Tax Credit Percentage for the calendar year reporting period set forth on the first page of this Agreement.

5. **Submission of Annual Progress Reports.** During the term, Grantees shall submit to the Finance Director an Annual Progress Report. The Annual Progress Report shall specify the number of full-Time Equivalent Employees (as defined in the State Tax Credit Agreement) first employed by Grantees as a result of the Project, the total number of Full-Time Equivalent Employees employed by Grantees at the Project, the total payroll of Grantees at the Project, the total Municipal Income Tax Revenue and the Excess Income Tax Revenue withheld in connection with the employees at the Project for the preceding taxable or calendar year, the average hourly base wage of the Full-Time Equivalent Employees, and any other information the Finance Director deems appropriate to perform the Finance Director's duties pursuant to this agreement. Grantees' Annual Progress Report shall be received by the Finance Director on behalf of the Grantor, no later than March first of each year. The Chief Executive Officer, Chief Financial Officer, or any other Officer of the company authorized to sign tax returns of Grantees shall certify to Grantor in writing the accuracy of the information contained in the Annual Progress Report with respect to such Grantees. Failure of Grantees to submit a complete Annual Progress Report shall be a default under this agreement and shall permit

Grantor to exercise the remedies, including but not limited to termination, set forth in section 13 of this agreement. All reports shall be undertaken at the sole expense of Grantees.

6. **Certificate of Verification:** The Finance Director shall verify the amounts reported pursuant to Section 5 of this Agreement and, if the Finance Director determines such amounts to be supported by the Annual Progress Report, shall issue a Certificate of Verification to Grantees stating the amounts have been verified. The amounts certified by the Finance Director are subject to further audit and examination by the Ohio Director of Development and the Tax Commissioner or the Superintendent of Insurance related to the State Tax Credit Agreement.
7. **Conditions of Grant:**
  - (a) **Fee Reservations:** Grantee's receipt of the Grant is contingent upon Grantee's payment to Grantor of the appropriate servicing fees as set forth in O.A.C. Rule 122:7-1-04.
  - (b) **Sufficient Funding to Complete Project:** Grantees warrant and represent to Grantor that Grantees have obtained sufficient funding. In addition to the financial benefit of Annual Tax Credits, to complete the Project.
8. **Grantees' Location:** Grantee shall maintain operations at Project Location for the greater of **(a) six (6) years from the Tax Credit Effective Date or (b) the term of the Grant plus six (6) years (same as requirement in State Tax Credit Agreement).** On or before March first of each year following the Term of the Grant and continuing for the period Grantees are required to maintain operations (the "Post-Term Reporting Period"), Grantees shall provide Grantor with a written certification that Grantees have maintained operations at the Project Location. The written certification shall be signed by Grantees' Chief Executive Officer, Chief Financial Officer, or other Officer authorized to sign the Grantees' tax returns.
9. **Effect of Failure:**
  - (a) **Effect of Failure to Create or Retain Jobs and Payroll.** In the event Grantees fail to achieve and maintain the number of Full-Time Equivalent Employees and New Payroll in amounts set forth on the first page of this Agreement, or if Grantor finds that Grantee failed to comply with any term set forth in this Agreement, Grantor may reduce the percentage of the Grant and/or Term. Any such reduction shall take effect in any taxable year or tax period.
  - (b) **Effect of Failure to Maintain Operations:** If Grantees fail to maintain operations at the Project Location, during the Term and through the Post-Term Reporting Period, Grantees may be required by the City to refund to the City up to the amount of credit received to date, as determined by the City. In determining the amount of the Grant, if any, to be refunded to the City, Grantor shall consider the effect of market conditions on the Project.

**10. Non-Discrimination:**

- (a) **Minority Hiring Requirement:** Grantees shall make a good faith effort to hire minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons represented in the population of the County in which the Project is located and the contiguous Ohio Counties.
  
- (b) **Equal Employment Opportunity:** Grantees will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, veteran status, disability or age. Grantees shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, ancestry, veteran status, disability or age.

**11. Records Maintenance and Access:**

- (a) **Maintenance of Records:** Grantees shall establish and maintain for at least four (4) years after the end of the Post-Reporting Period, or such earlier termination of this Agreement, such records as are required by Grantor in Section 5 above and all relevant supporting documentation. The parties further agree that the records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for resolution of such issue and that in the event of early termination of this agreement, or if any other reason Grantor shall require a review of the records related to the Project, Grantees shall, at its own expense, segregate all such records related to the Project from its other records of operation. Grantees shall maintain and organize its records in such form so that, in case of review of its records or an audit, Grantees are able to verify and document the information it provides in its Annual Progress Reports pursuant to Section 5 of this agreement.
  
- (b) **Inspection and Copying:** At any time during the normal business hours upon written notice and as often as Grantor may reasonably deem necessary, Grantees shall make available to Grantor for examination all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and terms of employment, and Grantee shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

- 12. Indemnification:** Grantees agree to hold Grantor Harmless from any and all liabilities or claims caused by or resulting from Grantees' performance of the obligations or activities in furtherance of the Project and activities set forth in the Scope of Work. Grantees will reimburse Grantor for any judgements arising from Grantees' performance hereunder which

may be obtained against Grantor, including, but not limited to, judgements for infringements of patents or copyrights. Grantee agrees to reimburse Grantor for all costs incurred by Grantor in defending against any such claims or legal actions if called upon by Grantor to do so.

**13. Default and Remedies:**

(a) **Default:** Grantees shall be in default of this Agreement if Grantees fail to perform any of their obligations under this Agreement and such failure to perform continues uncured for more than thirty (30) days after written notice (a "Default Notice") from Grantor. Grantees shall also be in default of this Agreement if Grantees are in default of any other agreement between Grantor and Grantees and such default continues beyond applicable period of cure or grace.

(b) **Remedies:** Following a default by Grantees, Grantor may exercise one or more of the following remedies:

(i) **Reduction of Percent or Term:** Grantor may reduce the percentage and/or Term of the Grant.

(ii) **Termination:** Grantor may terminate this Agreement. Pursuant to Section 9(b) of this Agreement, Grantor may require Grantees to refund to the City an amount equal to all or a portion of the Annual Tax Credits received under this Agreement.

(iii) **Other Legal Remedies:** Grantor may pursue any other legal or equitable remedies Grantor may have under this Agreement of applicable law.

**14. Conflict of Interest:** No personnel of Grantees, any subcontractor of Grantees or public official who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement shall, prior to completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

**15. Adherence to State and Federal Laws, Regulations:**

(a) **General:** Grantees agree to comply with all applicable federal, state, and local laws related to the Project and the operations of Grantees' business in the State. Grantees accept full responsibility for payment of all unemployment compensation, insurance

premiums, worker's compensation premiums, all income tax withholdings, social security withholdings, and any and all other taxes or payroll withholdings required for all employees engaged by Grantees on the performance of the Project.

- (b) **Outstanding Liabilities:** Grantees represent and warrant to Grantor that Grantees do not owe: (1) any delinquent taxes to the State or a political subdivision of the State; (2) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
- (c) **Falsification of Information:** Grantees represent and warrant to Grantor that Grantees, any parent company of such Grantees, and any other related entity or member have made no false statements to Grantor in the process of obtaining this Grant. If Grantees, any parent company of Grantees, or other related entity, officer, director or equity holder has knowingly made a false statement to Grantor to obtain this Grant, Grantees shall be required to immediately pay to Grantor an amount equal to the aggregate of all Annual Tax Credits and shall be ineligible for any future economic development assistance from the State, any State agency or political subdivision pursuant to Section 9.66 (C)(1) of O.R.C. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Section 2921.13(F)(1) of the O.R.C., which is punishable by a fine of not more than \$1,000.00 and/or a term of imprisonment of not more than six months.
- (d) **Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization:** If applicable, Grantee must certify compliance with Section 2909.33 of the O.R.C.
- (e) **Public Records:** Grantees acknowledge that this Agreement and other records in the possession or control of Grantor regarding the Project, including financial information of Grantees, are public records under Ohio Revised Code §149.43 and are open to public inspection unless a legal exemption, such as trade secret exception, applies.

16. **Notices:** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if delivered personally, or by facsimile with confirmation, and regular United States mail, or sent by United States mail, registered or certified, return receipt requested, postage prepaid, or commercial delivery service to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice in accordance with this provision.

**In case of Grantor, to:**

City of Mansfield  
30 North Diamond Street

Mansfield, Ohio 44902  
Attn: Economic Development Director  
Phone No.: (419) 755-9794

**In case of Grantees, to:**

Edge Plastics, LLC	EP Transportation, LLC
449 Newman Street	449 Newman Street
Mansfield, Ohio 44902	Mansfield, Ohio 44902
Attn: Donnie McCluggage, CFO	Attn: Donnie McCluggage, CFO
Phone No.: (419) 522-6696	Phone No.: (419) 522-6696

**17. Miscellaneous:**

- (a) **Governing Law:** This Agreement shall be governed by the laws of the State as to all matters, including but not limited to matters of validity, construction, effect and performance.
- (b) **Forum and Venue:** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in the State of Ohio, in any action or proceeding arising out of or related to this Agreement. Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in the State of Ohio.
- (c) **Entire Agreement:** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this agreement.
- (d) **Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

- (e) **Amendments or Modifications:** Grantor, on the one hand, or Grantees on the other hand, may at any time during the Term request amendments or modifications to this Agreement, but such amendments or modifications shall not be effective until a written amendment is executed by each of the parties to this Agreement. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification for such changes. The parties shall review the request for modification taking into consideration the statute, regulations and goals relating to the Project. Should the parties agree in principle to modify this Agreement, then an amendment shall be prepared, approved, and executed in the same manner as the original Agreement.
- (f) **Forbearance Not a Waiver:** No act of Forbearance or failure to insist on the prompt performance by Grantees of their obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
- (g) **Pronouns:** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- (h) **Headings:** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- (i) **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Grantees without prior express written consent of Grantor. Such consent shall not be unreasonably withheld.
- (j) **Successor of Interest:** Where Grantor has consented to an assignment as provided in division (i) of this Section 17, each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of not only Grantees, but to their respective successors and assigns.
- (k) **Survival:** Any provisions of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

**Signature:** Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Tax Credit Effective Date:

**GRANTEE:**

**Edge Plastics, LLC  
446 Newman Street  
Mansfield, Ohio 44902**

By: \_\_\_\_\_

Printed Name: Shelley Fisher  
Title: Member

Date: \_\_\_\_\_

**EP Transportation, LLC  
446 Newman Street  
Mansfield, Ohio 44902**

By: \_\_\_\_\_

Printed Name: Shelley Fisher  
Title: Member

Date: \_\_\_\_\_

**GRANTOR:**

**City of Mansfield, Ohio  
30 North Diamond Street  
Mansfield, Ohio 44902**

By: \_\_\_\_\_

Printed Name: David Remy  
Title: Public Works Director

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
John Spon  
Law Director

## **CERTIFICATE OF FISCAL OFFICE**

The undersigned, fiscal officer of the City of Mansfield, hereby certifies that the monies required to meet the obligations of the City for calendar year 2021 under this agreement have been lawfully appropriated by Mansfield City Council for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

---

**Linn Steward**  
**Finance Director**  
**City of Mansfield**

8\*

**EXHIBIT 1**  
**SCOPE OF WORK**  
**Edge Plastics, LLC and EP Transportation, LLC**  
**City of Mansfield, Richland County**

On \_\_\_\_\_, 2021, the Ohio Tax Credit Authority approved a 50 percent, six (6) Year tax credit to Edge Plastics, LLC and EP Transportation, LLC for the creation of \$1,600,000.00 in new payroll as the result of the company's project in the City of Mansfield, Richland County. As part of the tax credit agreement, the Authority requires the company to maintain operations at the project site in the City of Mansfield for at least 12 years.

Edge Plastics, LLC and EP transportation, LLC are subsidiaries of M & D Real Estate Investments, LTD, a stand-alone company. The company will be financially self-sufficient. Edge plastics, LLC will develop and produce plastic products for the retail distribution industry and EP Transportation, LLC will transport said products to customers.

The Job Creation Tax Credit is a major factor in M & D Real Estate Investments, LTD and their subsidiaries' decision to expand their operations in Mansfield, Ohio.

The project includes the expansion of an existing facility along with the purchase of machinery, equipment and inventory. The companies propose to hire management, supervisors, engineers, transportation and production employees.

The companies will create 43 full-time equivalent employees generating \$1,600,000.00 in annual payroll at the project location within three years of the project's initial operations and maintain them for the term of the tax credit.

By letter dated February \_\_\_\_\_, 2021, The City of Mansfield has expressed its support for the proposed project.

The tax credit will begin February \_\_\_\_\_, 2021 and will end December 31, 2027.